

**STATE OF TENNESSEE
DEPARTMENT OF HEALTH**

REQUEST FOR APPLICATION

FOR

INFECTIOUS DISEASE TRANSPORTATION NETWORK

RFA # 34349-82516

REQUEST FOR APPLICATION**STATE OF TENNESSEE****DEPARTMENT OF HEALTH**

The State is seeking service providers of Emergency Medical Services (EMS) through this Request for Application (RFA) for infectious disease patient transport. The State wishes to establish contracts with successful applicants to cover the three (3) Grand Divisions:

- West (Memphis/Delta and West Tennessee)
- Middle (Mid-Cumberland, South Central, and Upper Cumberland)
- East (Southeast, East Tennessee, Northeast Tennessee)

The project period is expected to begin on January 15, 2016 and will last for 60 months.

The purpose of this request is to obtain medical transport resources and capabilities as needed to safely and efficiently provide ambulance transportation of patients under investigation for highly infectious diseases including, but not limited to, Ebola Virus Disease. The State is seeking to put in place designated ground transport providers ready to provide medical transportation by ambulance of patients between health care facilities, airports, and home-based active monitoring facilities. Providers will be reimbursed for their services by patients or patient's insurance providers and shall not exceed usual and customary charges.

Successful applicants must be able to safely manage highly infectious/hazmat waste generated from transportation of highly infectious patients.

I. APPLICATIONS

To respond to this Request for Application, please complete the Application. See also Exhibit 1 IRS Form W9 and Exhibit 2 State of Tennessee, Department of Finance and Administration ACH (Automated Clearing House) Credits and Instructions for completion. The Application contains detailed questions about your organization's background and the specifics of your proposed project. The State's team of evaluators will review Applications and will award contracts on the basis of criteria such as:

- *Plan for how the service will be handled throughout the scope of the contract.*
- *Proof of Agency license in good standing with State Office of Emergency Medical Services.*
- *Description of equipped ground ambulance for transport of patients under investigation for highly infectious diseases including, but not limited to, Ebola Virus Disease (EVD).*
- *Ability to safely manage highly infectious/hazmat waste generated from transport of highly infectious patients.*
- *Ability to make inter-facility transports across the state of Tennessee, and make transports to transfer patients to other ground or air transport.*
- *Provide past experience with similar projects.*
- *Experience of key project personnel.*

Applicants will be expected to fulfill all requirements stated in the Scope of Services, detailed in Section II of this document. Applicants who take exception to any of the requirements in the scope should not apply.

**RFA 34349-82516 Infectious Disease Transportation Network
APPLICATION**

<u>APPLICANT INFORMATION</u>		
Legal name of applicant as it appears on corporate charter		
Federal Tax ID Number		
DUNS Number		
Is your organization a registered vendor with the State? (If no, please contact terry.t.williams@tn.gov for registration details)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address		
Telephone Number	Fax Number	
Primary Contact Information		
Name	Title	
Email Address	Phone	
Secondary Contact Information		
Name	Title	
Email Address	Phone	
Additional Questions		
If awarded a contract, who will be the authorized signor of the resulting contract?	Name	
	Title	
	Email	

	Address	
	Phone Number	
	Fax Number	
<p>Do you propose to use subcontracts for any portions of the scope of services?</p> <p>(If yes, on a separate sheet please provide the name and address of each subcontractor and what specific services each will perform)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>Please check one of the statements shown at right</p>	<input type="checkbox"/> We have reviewed the Sample Contract with legal counsel and can identify no issues with executing this contract in its present form. <input type="checkbox"/> We have reviewed the Sample Contract with legal counsel and will request changes to the Sample Contract. (Please attach details) We understand that exceptions to boilerplate contract language may not be approved and may result in the rejection of this application.	
Checklist of Additional Documents		
	Plan as described in Application section B.	
	Proof of agency license in good standing with State of Tennessee Office of Emergency Medical Services.	
	Description of equipped ground ambulance(s) for transport of patients under investigation for highly infectious diseases, including but not limited to, Ebola Virus Disease (EVD).	
APPLICATION SIGNATURE (Section A)		
<p>The applicant certifies to the best of his/her knowledge and belief that the information in this application has been duly authorized by the governing body of the applicant and that the applicant will comply with the certifications and assurances required of</p>		

applicants if a grant is awarded. **DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY.**

Printed Name	
Signature	
Title	
Date	

RFA 34349-82516 Infectious Disease Transportation Network APPLICATION

Section B – Service Plan

The State is requesting to obtain medical transport resources to provide ambulance transportation of patients under investigation for highly infectious diseases. Please provide your service plan for ambulance transportation addressing the following points:

1. Purpose and Goals
 - a. Region(s) served
2. Communication and Dispatch
 - a. Designated contact and contact information
 - b. Dispatch procedures
 - c. Describe communications during transport
3. Planning and preparations
 - a. Education of Personnel
 - b. Policies and procedures for activation
 - c. An employee protection plan
4. Response plan
 - a. Protocols signed and approved by Medical Director to include but not limited to:
 - i. Monitoring of Personnel during transport
 - ii. Breach of personal protective equipment (PPE) for dry patient
 - iii. Breach of personal protective equipment (PPE), for wet patient
 - iv. Protocols for Disease exposure
5. Policies and procedures for decontamination and waste disposal to include but not limited to
 - a. Personnel

- b. Ambulance and equipment
 - c. Waste from decontamination
- 6. Employee screening and follow-up
 - a. Policies and procedures for employee disease exposure
- 7. Experience:
 - a. Past experience with similar projects.
 - b. Key project personnel.

III. Scope of Services

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Service Definitions.

- a. "CDC" means the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
- b. "Grand Divisions" means Emergency Medical Services (EMS) Regions in sections of the state defined as West: which includes Memphis/Delta and West Tennessee; Middle: which includes Mid-Cumberland, South Central, and Upper Cumberland; and East: which includes Southeast, East Tennessee, Northeast Tennessee.
- c. "Highly infectious Disease" means a rare and deadly communicable disease caused by an infection such as Ebola Virus Disease (EVD).
- d. "EMS" means Emergency Medical Services licensed to provide service in the State of Tennessee.
- e. "EMT, AEMT/EMT-IV, Paramedic" means state of Tennessee licensed Emergency Medical Technician, Advanced Emergency Medical Technician or Emergency Medical Technician IV, and Paramedic.
- f. "PPE" means Personal Protective Equipment.
- g. "PUI" means Patient Under Investigation for a Highly infectious Disease
- h. "Sending Facility" means Frontline Facility, Assessment Hospital, or other medical facility.
- i. "TDH" means Tennessee Department of Health.

A.3. Service Goals.

To obtain medical transport resources and capabilities as needed to safely and efficiently provide ambulance transportation of patients with highly infectious diseases including, but not limited to, the Ebola Virus Disease (EVD). The operational plan requires the need to have one or more designated ground ambulance transport providers ready to safely and successfully provide medical transportation (by ambulance) of patients between health care facilities, from an airport to a hospital, from a hospital to an airport, and from home-based active monitoring to hospitals.

A.4. Service Recipients. Service recipients are citizens and visitors throughout the state of Tennessee.

A.5. Service Description.

- a. The Contractor shall comply with CDC infection control published guidelines [listed at http://www.cdc.gov/vhf/ebola/healthcare-us/emergency-services/index.html](http://www.cdc.gov/vhf/ebola/healthcare-us/emergency-services/index.html), on the management of the Ebola Virus Disease (EVD) and other special pathogens.
- b. The Contractor shall designate points of contact or a call center for the purposes of this contract that are responsible for communicating with the State, see Contract section

A.8. All contacts shall be available twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year during the course of the Contract.

- c. The Contractor shall, upon request for a transport from the State, provide at least one state of Tennessee permitted ambulance stocked with the necessary medical equipment, bio-hazard containment supplies, and state of Tennessee licensed EMS personnel.
- d. The Contractor shall designate a minimum of eight (8) EMS personnel (four (4) Paramedics, and four (4) EMT/AEMT/EMT-IV) with proper medical clearance for transport teams.
- e. The Contractor shall be ready to respond and arrive at patient location, with EMS unit fully prepared for transport, within four (4) hours of transport request notification. The Contractor shall communicate with the State upon arrival at the sending facility to validate a four (4) hour arrival time.
- f. The Contractor shall maintain the ability to transport a patient from point of pick up to destination, up to five hundred (500) miles.
- g. The Contractor shall provide an electronic patient care run report which details times of dispatch, arrival time at sending facility, departure time from sending facility, and arrival/departure times at each subsequent transport leg. The total time and mileage shall be documented.
- h. The Contractor's transport team members will participate in 100% of designated trainings and annual exercises offered by the State or equivalent.
- i. The Contractor shall participate in any CDC-required special pathogen exercises as requested.
- j. The Contractor shall ensure that EMS personnel have ready access to medical direction in coordination with the State.
- k. The Contractor personnel shall agree to participate in an active epidemiologic monitoring program with the State for a period of time defined by CDC guidelines (i.e., Ebola monitoring is a minimum of twenty-one (21) days).
- l. The Contractor shall maintain documentation of training, exercises, and verification of review of TDH Infectious Disease Transport Plan on each team member annually.
- m. The Contractor shall follow the State communications plan during transport of an Ebola Virus Disease and other special pathogens.
- n. The Contractor shall maintain the following vehicle requirements in accordance with Tennessee Code Annotated (TCA) 68-140-301 and General Rules 1200-12-01.
- o. The Contractor shall maintain the requirements for vehicle preparation and decontamination for transport including, but not limited to:
 - 1) Inside of patient area must be lined with non-permeable plastic sheeting.
 - 2) Impermeable patient mattress coverings.
 - 3) All material that comes into contact with patient must be disposable or capable of properly decontaminated as required by federal guidelines
<http://www.cdc.gov/vhf/ebola/healthcare-us/emergency-services/index.html>

- 4) Ensure proper disposal of contaminated waste.

A.6. State Responsibilities.

The State shall demonstrate the following capabilities:

- a. The State shall provide training and exercise opportunities for the Contractor at no additional cost.
- b. The State shall develop training and exercises for the Contractor's emergency medical staff, in compliance with Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services guidelines, that will include, but are not limited to, the following:
 - 1) Identification of signs and symptoms of disease of concern
 - 2) Donning and doffing personal protective equipment (PPE) (including fit testing if necessary)
 - 3) Preparation of the ambulance for patient transport
 - 4) Patient care concerns during transport
 - 5) Transition of patient care
 - 6) Proper infection control procedures
 - 7) Decontamination of vehicle, equipment, and personnel post patient transport
 - 8) Proper disposal of contaminated waste
 - 9) Monitoring of responder physical/mental health post transport
- c. The State shall procure personal protective equipment (PPE), in compliance with CDC guidelines. The State shall provide the Contractor the needed PPE to participate in this program at no cost.
- d. The State shall work directly with the Contractor to develop contingency plans to address transport logistics and resource needs such as refueling, crew nutrition and hydration, crew shift changes, communications, crew medical emergencies, crew PPE breaches, patient medical emergencies, and vehicle malfunction/traffic/weather delays or other unforeseeable conditions.

A.7. Service Reporting.

The Contractor shall designate a coordinator to manage and provide reports on all deployed resources as requested by the State. Reports may include, but are not limited to:

- a. Exposure reports
- b. Supply and logistical challenges
- c. Personnel status (Post transport monitoring status of physical/mental health)
- d. Patient Care report

e. Documentation of training, exercises and review of plan

A.8. Service Deliverables. Provide/list in detail the deliverables necessary for the vendor to successfully complete the contract.

Deliverable	Contract Section*	Delivery Date	Due to Whom?*	Requested Format
Designated points of contact or call center	A.5.b	At Contract Start	State	MS Word via Secured email
Verification of staff training according to the TDH Infectious Disease Transport Plan	A.6.a and A.6.b	60 days from Contract Start	State	Secured email
Attendance of Trainings and Annual Exercises hosted by the State	A.5.h and A.5.i	TBD	Contractor	In-Person
State will supply Personal Protective Equipment (PPE)	A.6.c	On-going, as needed during the course of the Contract	Contractor	Mail
Contingency Plan	A.6.d	TBD	Contractor	MS Word via Secured email

A.9. Inspection and Acceptance. Inspection and Acceptance: Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Contract.

A.10. Insurance and License. Contractor shall maintain license with the State's Office of Emergency Medical Services and requisite insurance. Contractor shall provide proof of such upon written notice

IV. Schedule of Events

The following is the anticipated schedule for awarding contracts for the Infectious Disease Transportation Network. The State reserves the right to adjust the schedule as it deems necessary.

EVENT	TIME (Central Time)	DATE (all dates are state business days)
1. RFA Issued		October 29, 2015
2. Pre-proposal Conference/Tele-conference	10:00 a.m.	November 4, 2015
3. Written "Questions & Comments" Deadline	2:00 p.m.	November 10, 2015
4. State Response to Written "Questions & Comments"		November 17, 2015
5. Deadline for Applications	2:00 p.m.	November 24, 2015
6. Evaluation Notice Released	2:00 p.m.	December 4, 2015
7. Effective Start Date of Contract		January 15, 2016

Pre-proposal Tele-Conference:

A Pre-Proposal Tele-conference will be held at the time and date detailed in the Schedule of Events to answer questions concerning the funding opportunity. If you would like to participate in the tele-conference via adobe connect, please visit the following link and use the number and passcode below:

Web link: <http://stateoftennessee.adobeconnect.com/procurement/>

Any applicant desiring to submit an application in response to this RFA is encouraged to have at least one (1) representative at the tele-conference, however attendance is not mandatory. The Tele-conference number is **888-757-2790** and the participant passcode is **766173**. If you cannot participate, please direct your questions by the Scheduled deadline as indicated above, to Melissa Painter, Competitive Procurement Coordinator, listed below in Section III.

Questions and Answers:

All questions concerning this RFA must be presented to the Competitive Procurement Coordinator shown in Section III., in writing, on or before the Deadline for Written Questions and Comments as detailed above in the Schedule of Events. Questions may be faxed, emailed, mailed or hand-carried to the Competitive Procurement Coordinator. The State's responses will be emailed and posted as an Amendment to the following website:

<http://tn.gov/health/article/funding-opportunities>.

Deadlines stated above are critical. If documents are submitted one (1) minute late, they will be deemed to be late and cannot be accepted. The clock-in time will be determined by a clock maintained by the Department of Health. No other clock or watch will have any bearing on the time of application receipt. Since parking can be a problem or proposers may not be familiar with the building to which applications are to be delivered, applicants are advised to avoid waiting until the last minute to deliver their documents.

Each applicant shall assume the risk of the method of dispatching any communication or application to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or electronic "postmarking" of a communication or application to the State by a deadline date shall not substitute for actual receipt of a communication or application by the State.

V. Submission of APPLICATIONS:

Please submit your APPLICATION, exhibits and attachments electronically and send to the email below no later than 2:00 p.m. on **November 24, 2015**. The APPLICATION and all attachments must use 12-point font.

Melissa Painter, Competitive Procurement Coordinator
Service Procurement Office
Department of Health
Andrew Johnson Tower, 5th Floor
710 James Robertson Parkway
Nashville, TN 37243
Phone: (615) 741-0285
Fax: (615) 741-3840
Email: Melissa.Painter@tn.gov

Please put in the subject line: Infectious Disease Transportation Network
FUNDING OPPORTUNITY– #34349-82516.

Checklist for Submission of Applications:

- ☐ Application Form
- ☐ Service Plan (Section B)
- ☐ Proof of agency license in good standing with State of Tennessee Office of Emergency Medical Services.
- ☐ Description of Emergency Transport Vehicles
- ☐ Form W-9, Request for Taxpayer Identification Number (TIN) and Certification (**Exhibit 1**)
- ☐ State of Tennessee, Department of Finance and Administration ACH (Automated Clearing House) Credits and Instructions (**Exhibit 2**)
- ☐ Letters of Commitment from Participating Partners (if any)

VI. Application Evaluation:

An evaluation committee made up of at least three (3) representatives of the Department of Health will be established to judge the merit of eligible applications.

- A. The committee shall review applications on the basis of the information requested in the RFA. Applications will be evaluated based on the following criteria:

Evaluation Scoring		
General Scoring Matrix	Maximum Score	Total Score
Ability to make inter-facility transports across the state of Tennessee, and make transports to transfer patients to other ground or air transport locations.	15	
Ability to provide properly equipped ground ambulance for transport of patients under investigation for highly infectious diseases including, but not limited to, Ebola Virus Disease	10	
Proof of Agency license in good standing with State of Tennessee Office of Emergency Medical Services	5	
Ability to safely manage highly infectious/hazmat waste generated from transport of highly infectious patients under investigation for highly infectious diseases including, but not limited to, Ebola Virus Disease	15	
Provide past experience with infectious disease patients	15	
Experience of key project personnel	15	
Ability for providers to participate in twice a year training for ground transport for patients under investigation for highly infectious diseases including, but not limited to, Ebola Virus Disease	25	
(reference <u>Section B</u> – Service Plan requirement)	TOTAL Possible Score = 100	

- B. The committee will recommend for selection to the Commissioner of the Department of Health, the applications which are most responsive to the State's needs.
- C. Any application that is incomplete or contains significant inconsistencies or inaccuracies shall be rejected. The State reserves the right to waive minor variances or reject any or all applications. The State reserves the right to request clarifications from all applicants.

VII. **Sample Contract:**

Following the State's evaluation, No Cost Contracts will be prepared as shown in the **Sample Contract** attached in this section. If a grant is awarded to a governmental entity established pursuant to Tennessee Code Annotated (such as a human resource agency, a developmental district, the University of Tennessee, or a Board of Regents school), the standard terms and conditions of the grant will be revised accordingly; however, significant performance requirements will not be revised.

It is imperative that each applicant review the entire Sample Contract with their legal counsel prior to submitting an application and notify the State in advance if it cannot accept any terms or conditions. The applicant must list any terms or conditions that your organization cannot accept. **Requests for contract changes after the application process may not be entertained, and can result in revocation of award.**

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and **Contractor Legal Entity Name**, hereinafter referred to as the "Contractor," is for the provision of Infectious Disease Transportation Network, as further defined in the "SCOPE OF SERVICES."

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**
 Contractor Place of Incorporation or Organization: **Location**

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. Service Definitions.

- a. "CDC" means the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services.
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- f. "PPE" means Personal Protective Equipment.
- g. "PUI" means Patient Under Investigation for a Highly infectious Disease
- h. "Sending Facility" means Frontline Facility, Assessment Hospital, or other medical facility.
- i. "TDH" means Tennessee Department of Health.

A.3. Service Goals.

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- a. The Contractor shall comply with CDC infection control published guidelines [listed at http://www.cdc.gov/vhf/ebola/healthcare-us/emergency-services/index.html](http://www.cdc.gov/vhf/ebola/healthcare-us/emergency-services/index.html) on the management of the Ebola Virus Disease (EVD) and other special pathogens.
- b. The Contractor shall designate points of contact or a call center for the purposes of this contract that are responsible for communicating with the State, see Contract section A.8. All contacts shall be available twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year during the course of the Contract.
- c. The Contractor shall, upon request for a transport from the State, provide at least one state of Tennessee permitted ambulance stocked with the necessary medical equipment, bio-hazard containment supplies, and state of Tennessee licensed EMS personnel.
- d. The Contractor shall designate a minimum of eight (8) EMS personnel (four (4) Paramedics, and four (4) EMT/AEMT/EMT-IV) with proper medical clearance for transport teams.
- e. The Contractor shall be ready to respond and arrive at patient location, with EMS unit fully prepared for transport, within four (4) hours of transport request notification. The Contractor shall communicate with the State upon arrival at the sending facility to validate a four (4) hour arrival time.
- f. The Contractor shall maintain the ability to transport a patient from point of pick up to destination, up to five hundred (500) miles.
- g. The Contractor shall provide an electronic patient care run report which details times of dispatch, arrival time at sending facility, departure time from sending facility, and arrival/departure times at each subsequent transport leg. The total time and mileage shall be documented.
- h. The Contractor's transport team members will participate in 100% of designated trainings and annual exercises offered by the State or equivalent.
- i. The Contractor shall participate in any CDC-required special pathogen exercises as requested.
- j. The Contractor shall ensure that EMS personnel have ready access to medical direction in coordination with the State.
- k. The Contractor personnel shall agree to participate in an active epidemiologic monitoring program with the State for a period of time defined by CDC guidelines (i.e., Ebola monitoring is a minimum of twenty-one (21) days).
- l. The Contractor shall maintain documentation of training, exercises, and verification of review of TDH Infectious Disease Transport Plan on each team member annually.
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- n. The Contractor shall maintain the following vehicle requirements in accordance with Tennessee Code Annotated (TCA) 68-140-301 and General Rules 1200-12-01.

- o. The Contractor shall maintain the requirements for vehicle preparation and decontamination for transport including, but not limited to:
 - 1) Inside of patient area must be lined with non-permeable plastic sheeting.
 - 2) Impermeable patient mattress coverings.
 - 3) All material that comes into contact with patient must be disposable or capable of properly decontaminated as required by federal guidelines
<http://www.cdc.gov/vhf/ebola/healthcare-us/emergency-services/index.html>
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A.6. State Responsibilities.

The State shall demonstrate the following capabilities:

- a. The State shall provide training and exercise opportunities for the Contractor at no additional cost.
- b. The State shall develop training and exercises for the Contractor's emergency medical staff, in compliance with Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services guidelines, that will include, but are not limited to, the following:
 - 1) Identification of signs and symptoms of disease of concern
 - 2) Donning and doffing personal protective equipment (PPE) (including fit testing if necessary)
 - 3) Preparation of the ambulance for patient transport
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 - 8) Proper disposal of contaminated waste
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- c. The State shall procure personal protective equipment (PPE), in compliance with CDC guidelines. The State shall provide the Contractor the needed PPE to participate in this program at no cost.
- d. The State shall work directly with the Contractor to develop contingency plans to address transport logistics and resource needs such as refueling, crew nutrition and hydration, crew shift changes, communications, crew medical emergencies, crew PPE breaches, patient medical emergencies, and vehicle malfunction/traffic/weather delays or other unforeseeable conditions.

A.7. Service Reporting.

The Contractor shall designate a coordinator to manage and provide reports on all deployed resources as requested by the State. Reports may include, but are not limited to:

- a. Exposure reports
- b. Supply and logistical challenges
- c. Personnel status (Post transport monitoring status of physical/mental health)
- d. Patient Care report
- e. Documentation of training, exercises and review of plan

A.8. Service Deliverables. Provide/list in detail the deliverables necessary for the vendor to successfully complete the contract.

Deliverable	Contract Section*	Delivery Date	Due to Whom?*	Requested Format
Designated points of contact or call center	A.5.b	At Contract Start	State	MS Word via Secured email
Verification of staff training according to the TDH Infectious Disease Transport Plan	A.6.a and A.6.b	60 days from Contract Start	State	Secured email
Attendance of Trainings and Annual Exercises hosted by the State	A.5.h and A.5.i	TBD	Contractor	In-Person
State will supply Personal Protective Equipment (PPE)	A.6.c	On-going, as needed during the course of the Contract	Contractor	Mail
Contingency Plan	A.6.d	TBD	Contractor	MS Word via Secured email

A.9. Inspection and Acceptance. Inspection and Acceptance: Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the work being performed under this Contract.

A.10. Insurance and License. Contractor shall maintain license with the State's Office of Emergency Medical Services and requisite insurance. Contractor shall provide proof of such upon written notice

B. TERM OF CONTRACT:

This Contract shall be effective on January 15, 2016 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

There shall be no cost to the State for the performance of services under this contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not

limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.

- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation of services rendered under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for a period of three (3) full years from the final date of this Contract and shall be subject to audit, at any reasonable time and upon reasonable notice, by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public

liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D. 20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Donna G. Tidwell, Director
Office of Emergency Medical Services
Tennessee Department of Health
665 Mainstream Drive
Nashville, TN 37423
Email Address: donna.g.tidwell@tn.gov
Telephone: # (615) 741-4521
FAX # (615) 741-4217

Paul Petersen, Pharm.D., Director
Emergency Preparedness Program
Tennessee Department of Health
Communicable and Environmental Disease and Emergency Preparedness (CEDEP)
3rd Floor, Andrew Johnson Tower
710 James Robertson Parkway
Nashville, Tennessee 37243
Email Address: paul.petersen@tn.gov
Telephone # (615) 741- 8529
FAX # (615) 532-5902

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.4. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State

for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.

- E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.8. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.11. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of

attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

E.12. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.

E.13. Transfer of Contractor's Obligations.

- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
- b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include
 1. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
 2. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,
 - (1) Debt;
 - (2) Assets;
 - (3) Liabilities;
 - (4) Cash flow
 - (5) Percentage of the total revenues of the company that are represented by this Contract;
 - (6) The most recent annual financial reports;
 - (7) The most recent annual financial reports filed with government agencies, if applicable.
 3. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:

- (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
 - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
4. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
 1. has been debarred from State or Federal contracting in the past five years
 2. has had a contract terminated for cause by the State of Tennessee within the past five years.

The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.
- f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF HEALTH:

JOHN J. DREYZEHNER, MD, MPH, FACOEM, COMMISSIONER

DATE

ATTACHMENT 1**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION